

**DEED OF CONVEYANCE**

THIS INDENTURE MADE ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_ 2023

**SCHEDULE**

Building Name:	<b>“MARUTI VIEW”</b>
Mouza:	BARAGHARIA
Pargana:	Patharghata
P. S. :	Matigara
District:	Darjeeling
R. S. Plot No.	266
L. R. Plot No.	219
L. R. Khatian Nos.	3066
J. L. No:	82
Flat Area:	_____ Sq. Ft.
Floor:-	_____ Floor
Set Forth Value	Rs. _____ /-

**UNDER GRAM PANCHAYAT AREA**

**BETWEEN**

**SMT. SHITAL MITTAL** (P.A.NO. AIUPA8496Q)(Aadhar no. 5975 5192 5269) W/O Sri Hemant Kumar Mittal, Hindu by Religion, Business by Occupation, Nationality by Indian, residing at 13, Park Location, Mittal Niwas, P.O, P.S, S.D & S.R.O, Kurseong, in the District of Darjeeling, hereinafter referred to as the **“OWNER”**, (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators, successors-in-interest and permitted as signees) of the **FIRST PART**.

AND

“**MARUTI HOMES**”, a Proprietorship firm, having its Office at 2<sup>nd</sup> Floor, Uttarapan Market Complex, Hill Cart Road, P.O & P.S-Pradhan Nagar, Dist. Darjeeling, in the State of West Bengal, represented by its Proprietor **SMT. SHITAL MITTAL** (P.A.NO. AIUPA8496Q) W/O Sri Hemant Kumar Mittal, Hindu by Religion, Business by Occupation, Nationality by Indian, residing at 13, Park Location, Mittal Niwas, P.O, P.S, S.D & S.R.O, Kurseong, in the District of Darjeeling, hereinafter referred to as the "**Promoter / Developer / Conforming Party**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **SECOND PART**.

AND

**SMT. SHANTI CHHETRI** (P. A. No.AFBPC1639P ) W/O Sri Surya Kumar Thapa, Hindu by Religion, Citizen by Indian, Service by Occupation, resident of Nava Bikash Gram, Upper Tung Sung, P.O, P.S & Dist. Darjeeling, Pin-734101, in the State of West Bengal, hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**.

#### BACKGROUND:

- A. The Owner are the sole, absolute and lawful owner of the said property more fully described in the FIRST SCHEDULE i.e. Schedule-"A" hereto (the "SAID LAND") which was purchased by the Owner as per the particulars of title of the Said Land more fully described in the SECOND SCHEDULE i.e. Schedule-"B" hereto.

The Owner caused a plan, prepared by its architects for construction of a building on the said land and got a plan sanctioned from the appropriate authorities i.e. Matigara Panchayat Samity, Vide a approved Building Plan Order No. 172/MPS/Planning, dated 09/07/2021(the said Plan) and took up the construction and development of (G+3) Four Storied Residential Building on the said land as per the Said Plan.

- A. Flats/ units were offered in the Complex to the intending purchasers and pursuant to such offer the Purchaser applied for allotment of a flat in the Complex and there after an Agreement for Sale was executed on \_\_\_\_\_ for transfer of one flat more fully described in PART-I and PART-II of the Fourth Schedule i.e. Schedule-"D" here under written being "FLAT AND RIGHTS and the "PARKING SPACES" respectively and/or collectively the "SAID APARTMENT".
- B. Pending the Conveyance of the said Flat by the Promoter in favour of the Purchaser and as required upon the coming into force and as required upon the coming into force of the RERA AND RULES the Promoter has registered the Complex under the provisions of the said Act AND/OR the said Rules under Registration Number \_\_\_\_\_.
- c. The Promoter has since completed the construction of the Complex comprising residential flats including the said Flat and has also completed the construction of the Parking Spaces as also the common areas comprised within the Complex which common areas are more fully described in THIRD SCHEDULE i.e. Schedule- "C" hereto (collectively the "COMMON AREAS").

- D. The Purchaser has since paid the entire consideration of the Said Flat to the Promoter and the Promoter has put the Purchaser in possession of the said Flat and the Promoter has now called upon the Purchaser herein to complete the transfer/conveyance of the said Flat to which the Purchaser has agreed.
- E. In pursuance of the Aforesaid and by these presents the Said Apartment is being conveyed and or/ transferred by the Promoter to the Purchaser.
- F. The Purchaser has made himself fully satisfied about the right, title, and or entitlement of the Owner in the said land, the said plan, the construction made, all background papers, the right of the Owner to grant this conveyance and the extent of the Rights being granted in favour of the Purchaser. The Purchaser hereby accepts the same and will not raise any objection with regard thereto.
- G. The Purchaser has understood and has accepted the under mentioned scheme of the Development of the Complex.
- a) Development of Complex – The Promoter is developing the Complex on the said land in terms of the said Plan.
  - b) Extent of Rights: The rights of the Purchaser limited to the ownership of the said flat, Parking Space and the rights appurtenant and attributable to the said Flat. The Purchaser hereby accepts the same and the Purchaser shall not, under any circumstances, raise any claim of ownership contrary to the above.
  - c) Only user Rights in Common Areas: The Purchaser shall only have user rights in the Common Areas comprised within the Complex to the extent required for beneficial use and enjoyment of the said Flat and the Purchaser hereby accepts the same and the Purchaser shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Common area and/or other Common area of the Complex. The Purchaser further agrees and accepts that Purchaser has been made aware that the Common area of the Complex shall be transferred to the Association as per the Prevailing laws.

**NOW THIS DEED OF INDENTURE WITNESSETH AS FOLLOWS:**

1. That in consideration of a sum of Rs. \_\_\_\_\_) only paid to the Promoter excluding GST, the receipt of which the Promoter do hereby acknowledge and grants full discharge to the Purchasers from the payment thereof and the Promoter do hereby convey and transfer absolutely the said Flat measuring \_\_\_\_\_ Sq. Ft. (including super built-up area) at \_\_\_\_\_ Floor, fully described in the Schedule-'D' appended here under to the Purchasers who will/shall now HAVE AND HOLD the same absolutely and forever free from all encumbrances subject to the payment of the proportionate rent, etc. to the govt. of West Bengal.
2. That the Purchasers have examined and inspected the documents of title of the Owner, site plan, building plan, foundation plan, structural details of beams and slabs, typical floor plan, front elevation, rear Elevation/sectional elevation details of staircases as well as the COMMON PORTIONS & AREAS and the COMMON PROVISIONS & UTILITIES AND have also seen and inspected the construction work of the BUILDING to the extent constructed as on the date of execution of these presents and have satisfied themselves about the standard of construction thereof including that of the said Residential Flat purchased by the Purchasers and shall has no claim whatsoever upon the PROMOTER as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the MULTISTORIED BULIDING and/or development installation, erection and construction of the COMMON PROVISIONS & UTILITIES.
3. That the Purchasers shall has all rights, title and interest in the property sold and conveyed to him and shall hold and enjoy the same without any interruption or obstruction whatsoever from the Promoter or anybody claiming through or under him and all the rights, title and interest which vested in the Promoter with respect to the Schedule-'D' property shall hence forth vest in the Purchasers to whom the said property has been conveyed absolutely.

4. That the Purchasers hereby covenant with the Promoter not to dismantle, and divide or partition the Residential Flat by pucca construction as hereby sold and conveyed in favour of the Purchasers and the same shall be hold by the Purchasers exclusively for his purposes.
5. That the Promoter declares the interest which he professes to transfer hereby subsists as on the date of these presents and that the Promoter have not previously transferred, mortgaged, contracted for sale or otherwise the said below Schedule-'D' property or any part thereof to or in favour of any other party or person/s and that the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and is free from all encumbrances whatsoever and that the recitals made herein above and hereinafter all true and in the event of any contrary, the Promoter shall be liable to make good the loss or injury which the Purchasers may suffer or sustain in resulting there from.
6. That the Promoter further covenant with the Purchasers that if for any defect of title or for any act done or suffered to be done by the Promoter, the Purchasers are deprived of ownership or of possession of the said property described in the Schedule-'D' below or any part thereof in future, then the Promoter shall forthwith return to the Purchasers, the full or proportionate part of the consideration money as the case may be together with interest @ 12% p.a. from the date of such deprivation of ownership or of possession and the Promoter shall further pay adequate compensation to the Purchasers for any other loss or injury which the Purchasers may suffer or sustain in consequence thereof.
7. That the Promoter or Vendor shall have all the right, title and interest over the top roof, terrace of the building and shall be entitled to install any sort of tower for which the Purchasers shall have no objection. That the Promoter shall have the absolute right, title, and interest over the same and can sell, lease or construct on the top roof of the building and use the top roof in any manner whatsoever including installation of any sort of tower, dish antenna, etc. That the Promoter shall have full right to use the outer portion/exterior of the building for the purpose of the advertisement/display & the Purchasers shall have no right in the said top roof of the building.

8. That the Promoter hereby declares and covenant with the Purchasers that there exists no mortgage, charge, attachment or encumbrance on the Residential Flat hereby sold and conveyed, expressed or intended so to be or any part thereof and the Promoter have not entered into any binding contract with any other person/persons for sale of the said Flat or any part thereof and there is no such contract existing on the date of these presents and that the Residential Flat hereby sold and conveyed, expressed or intended so to be is in actual and physical possession of the Promoter on the date of these presents and is free from all encumbrances and charges and the Promoter hereof covenants with the Purchasers that in the event of discovery of any such mortgage, charge, attachment, contract for sale or any other encumbrances whatsoever with respect to the said Residential Flat as fully described in the Schedule-'D' the Promoter shall be liable to compensate the Purchasers adequately for the loss or injury sustained or to be sustained by the Purchasers in consequences hereof.
9. That the Purchasers shall not do any act, deed or thing, construction of the said building is in any way hindered or impeded with nor shall prevent the Promoter from selling, transferring assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.
10. That the Purchasers will obtain his/her/their own independent electric connection from the W.B.S.E.D.C.L, Siliguri for his/her/their electric requirement and the connection charges as well as the electric consumption bill are paid by the Purchasers, the Promoter shall have no responsibility or any liability in this respect.
11. That the Promoter further undertakes to take all actions and to execute all documents required to be done or executed for fully assuring rights, title and interest of the Purchasers to the property hereby convey at the cost of the Purchasers.
12. That the Purchasers shall have the right to get his/her/their name mutated with respect to the said schedule- 'D' property both at the Office of the B.L & L.R.O and Matigara Panchayat Samity and get it numbered as a separate holding and shall pay holding taxes as may be levied upon her/him/them from time to time, though the same has not yet been assessed.

13. That the Purchasers shall have the right to sale, gift, and mortgage or transfer otherwise the ownership of schedule – “D” property or let-out, lease-out the schedule – ‘D’ property to whomsoever.
14. That the Purchasers shall keep the area neat and in proper condition and shall not use the same for any illegal purpose or in a manner, which may cause annoyance to the other occupiers/occupants of the said building.
15. That the Purchasers shall have proportionate right, title and interest in the land along with other occupants/owners of the building. It is hereby declared that the interest in land is impartible.
16. That the Promoter will pay up to date Panchayat taxes, land revenue and/or any other charges/dues if any prior to the date of transfer of the Schedule- “D” property.
17. That the Promoter shall not be liable at any time under any circumstances for any rate and/or taxes pertaining to the Schedule – “D” property except for unsold portion of the building which shall be the borne by Promoter proportionately with all the Purchasers unless separately levied upon and charged for.
18. That the upkeep and maintenances of the COMMON PORTIONS & AREAS as well as the COMMON PROVISIONS & UTILITIES shall be looked after by the Promoter till accommodation for all Residential Flats in the BUILDING are sold and thereafter the OWNERS & OCCUPANTS of different Residential Flat and/or residential apartments shall form and constitute an Apartment Owners Association by framing a proper Memorandum of Association together with the rules & Regulations thereof by their mutual consent subject to law in force for the time being regulating the ownership and as soon as the OWNERS & OCCUPANTS form and constitute such Association, all the right and liberties as well as the duties and obligation of the Promoter in respect of the maintenance and upkeep of the COMMON PORTIONS & AREAS and COMMON PROVISION & UTILITIES including realization of the common expenses and the compliance of various legal formalities or other formalities pertaining to the BUILDING shall vest into and devolve upon such Apartment Owners Association.

19. That the Purchasers shall be entitled to use and pay such proportionate charges for common facility if any, such as repairs and maintenance of the outer walls, stairs, septic tank, water supply, sanitation, sweeper, chowkider, etc. as be determined by the Promoter from time to time till the time an executive body or any other authority of the building is formed to take care of the common maintenance of the building.
20. That in case the Purchasers make default in payment of the proportionate share towards the COMMON EXPENSES (described in the Schedule-C-Part-II given herein under) within time allowed by the Promoter of the Apartment Owners Association, the Purchasers shall be liable to pay interest at the rate of 2% per month or part of a month compoundable for the period of default on all amounts remaining so unpaid along with such dues and arrears and shall also be liable to compensate Promoter or the association acting at the relevant time for any loss or damages suffered by the Promoter or the association in consequence thereof.
21. That the Purchasers shall not encroach upon any portion of the land or building carved out by the Promoter for the purpose of road, landing, stairs or the other community purpose/s and in the event of encroachment, the Promoter or the executive body or any authority of the occupants of the building acting as such at the relevant time shall be entitled to remove such unauthorized act or nuisance by force and the Purchasers shall be legally bound to repay the entire cost and expenses including damages if any as will be caused by such nuisance and its subsequent removal.
22. That the Purchasers further covenant with the Promoter not to injure, harm or cause damage to any part of the building including common portions and areas as well as the common provisions and utilities by making or causing any sort of alteration or withdrawal of any support or causing any construction, addition or deletion thereof or therein or otherwise in any manner whatsoever and in the event of contrary the Purchasers shall be fully responsible for it, the Promoter shall not be held responsible in any manner whatsoever.

23. That it is hereby specifically declared that use of personal generator of any kind and description and of any capacity whatsoever which causes sound and air pollution will not be permitted in any of the Residential Flat of the building, except the battery-operated inverter.
24. That the common entrance and the road of the Apartment complex may be used by the Promoter to provide entrance to any other adjacent Plot and the Purchasers shall not have a right to object the same and the Purchasers agrees to allow the Promoter to use the same for such purposes. That the common facilities shall be common to all the apartment owners of the said complex "**MARUTI VIEW**" and that if any additions by way of increase in the number of Residential Flat by way of acquisition of further Land adjacent to the below schedule Land and within the said Complex is made, than the common facilities will be common to all the occupants of the said complex "**MARUTI VIEW**".
25. That the Purchasers shall permit entry at all reasonable times to the Promoter and/or its authorized or technical person for one or more of the purposes of inspecting, examining, checking, testing constructing developing preparing, running, repairing, altering, modifying, installing erecting, fixing, anything whatsoever in the said complex. However incase of any alteration or modification in the Residential Flat hereby sold shall only be carried out with consent from the Promoter. There will be no changes made with regard to the outer area or common area of the said building premises. In case of any unfortunate happening in the building on context to the Purchasers/s by changes of any walls or dimensions the whole liability will be levied on the Purchasers/s and the vendor shall not be liable.
26. That the Promoter has already delivered the possession of the said Residential Flat to the Purchasers and the Purchasers hereby acknowledges the same.
27. That the Purchasers shall pay all taxes after taking delivery the possession of the said Flat and the Promoter are not liable to pay any tax which is levied upon the Purchasers.

28. That the Purchasers hereby covenant with the Promoter that the Promoter shall have right to affix any hoarding, mobile tower or any type of disc in the said building.
29. That the Promoter do hereby covenant with the Purchasers that the tenancy rights under which the Schedule-'A' property is held by the Promoter under the superior land lord, the state of West Bengal is good and effectual and the interest which the Promoter proposed to transfer subsists and the Promoter has full right and authority to transfer the Residential Flat as fully described in the Schedule 'D' given below to the Purchasers in the manner as aforesaid and the PURCHASERS shall hereinafter peacefully and quietly possess and enjoy the aforesaid Residential Flat without any obstruction or hindrance whatsoever.
30. That the matters not specifically stipulated in these presents or in case of any dispute or any question arising hereinafter at any time between the Purchasers and the Promoter or the other occupiers of the building shall be referred for arbitration under the Arbitration and Conciliation Act, 1996 and in case their decision is not acceptable he/she/they shall have the right to move to court at Siliguri.

Interpretation:

Words importing singular number, shall wherever applicable, include plural number.

Words importing Masculine Gender shall, wherever applicable, include Feminine Gender and/or neuter Gender.

Reference to any clause shall mean such clause of this deed and include any sub clause thereof. Reference to any schedule shall mean such schedule to this deed and includes any part of Such Schedule.

Headings, Clauses, Titles, Capitalized expressions and bold expressions are given for convenience purposes only.

## **SCHEDULE-“**

(Description of Land on which the Residential Building  
**“MARUTI VIEW”** stands)

All that piece or parcel of vacant land measuring 3(Three) Kathas, appertaining to R. S. Plot No. 266 corresponding to L. R. Plot No. 219, recorded in L. R. Khatian No. 3066, situated at Mouza-BARAGHARIA, J. L. No. 82, Pargana-Patharghata, Sheet No. 1, Police Station-Matigara, Addl. District Sub-Registry Office Siliguri-II at Bagdogra, District-Darjeeling.

The said land is butted & bounded as follows:-

- By the North : Complex Plot No. C-11  
By the South : Complex Plot No. C-13  
By the East : Complex Plot No. C-3  
By the West : 18 Ft. wide Non Metal Complex Road

## **SCHEDULE-“B”**

(Devolution of Title)

**WHEREAS** Owner is the absolute owner of all that piece or parcel of land measuring 3(Three) Kathas, appertaining to 3(Three) Kathas, appertaining to R. S. Plot No. 266 corresponding to L. R. Plot No. 219, recorded in L. R. Khatian No. 1467, situated at Mouza-BARAGHARIA, J.L. No. 82, Pargana - Patharghata, Sheet No. 1, Police Station-Matigara, Addl. District Sub-Registry Office Siliguri-II at Bagdogra, District-Darjeeling, by virtue of Deed of Conveyance, recorded in Book No. I, Volume No. 0403-2019, pages from 74417 to 74438, being Document No. 040303336, for the year 2019, registered at A.D.S.R Siliguri II at-Bagdogra, Dist-Darjeeling, executed **NAHATA AQUA PRIVATE LIMITED”** represented by its Director **SRI JEEWAN CHAND SHARMA** of Darjeeling and shall ever since then the Owner has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody and the aforesaid land is fully described in the schedule herein below.

**AND WHEREAS** the aforesaid Deeds of Conveyance Owner/Vendor became the owner of total land measuring 3(Three) Kathas and shall ever since then the Owner have been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

**AND WHEREAS** thereafter the said Land Owner namely **SMT. SHITAL MITTAL** recorded the aforesaid land in their names in the record of rights at the Office of B. L. & L. R. O Shivmandir and shall ever since new L. R. Khatian, being Khatian No. 3066 was framed in the name of Land Owner, as per provision of W. B. L. R. Act 1955 & subsequently the Land Owner also converted the classification of their respective shares of land from Rupni Danga to Commercial-Bastu, vide Conversion Cases, being Conversion Case No. CN/2019/0401/2352 in the name of Land Owner.

**AND WHEREAS** by virtue of aforesaid Deed of Conveyance, Record of Rights & Conversions the said Land Owner namely **SMT. SHITAL MITTAL** have become the sole absolute Owner of the aforesaid land total measuring 3(THREE) Kathas, having permanent heritable & transferable right, title & interest therein.

## **SCHEDULE-"C"**

### **PART-I** **(Common Areas)**

All that common areas facilities, amenities and/or the portions of the Complex, earmarked/meant by the Promoter for beneficial common use and enjoyment of the Purchaser/s other occupants of the Complex and which are not earn marked/ reserved for any specific person(s) or specific purpose(s) by the Promoter.

- i) Land of the Complex
- ii) Open Terrace and Roof Level
- iii) Common Staircase
- iv) All floor Common Lobbies and Corridors
- v) Ground floor Lobbies
- vi) Common Toilet at Ground floor
- vii) All service shafts and Ducts
- viii) All underground tanks
- ix) Such other common parts, areas and equipments, installations, fixtures and fittings and spaces in or about the said building as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed from time to time and common space and common appurtenance but including right of common usage with the Promoter and/or other similar Purchasers of corridor, staircase, Passage, ways, shafts and other facilities for common use with other concerned.

PART-II  
(Common Expenses)

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting of the common portions and the common areas in the building including the outer walls of the building.
2. That the Purchasers shall pay 1.50 (One rupee fifty paisa) only per Sq. Ft per month to the Promoter on the purchased area till the formation of marketing committee/association & thereafter the said maintenance charges shall be paid to the marketing committee or association of the said building.

3. All expenses for running and operating all machinery, equipments and installation, comprised in the common portions including water pumps, generator including the cost of repairing, renovating and replacing the same.
4. The salaries, bonus and other emoluments and benefits of and all other expenses on the persons employed or to be employed for the common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.
5. Cost of insurance premium for insuring the building and/or the common portions.
6. All charges and deposits for supplies of common utilities to the co-owners in common.
7. Municipal tax, water tax, and other levies in respect of the premises and the building (save those separately assessed in respect of any unit or on the Purchasers).
8. Costs of formation and operation of the service organizations including the Residential Flat expenses incurred for maintaining the Residential Flat thereof.
9. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services and lighting the common portions including system loss for providing electricity to each unit.
10. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
11. All other expenses and/or outgoing as are incurred by the Promoter and/or the services organization for the common purposes.

**SCHEDULE-"D"**  
(SAID APARTMENT)

PART-I  
(FLAT AND RIGHTS)

ALL THAT one residential flat (Tiles floor) measuring more or less about (carpet area \_\_\_\_ Sq. Ft.) Super built-up area \_\_\_\_ Sq. Ft. at \_\_\_\_ Floor, being Flat Number \_\_\_\_ of the building named "**MARUTI VIEW**" constructed on the land as described in Schedule- "A" land including the right of common areas with the Promoter and/or other similar Purchasers of corridor, staircase, passage, ways, shafts, and other facilities for common use with other concerned.

PART-II

COVERED PARKING SPACE

A Covered Parking admeasuring approximately measuring \_\_\_\_ Square feet at Ground Floor of the Building.

**SCHEDULE-"E"**  
(Total Price)

Rupees \_\_\_\_\_ for the said APARTMENT and the Rights Appurtenant thereto paid by the Purchaser to the Promoter as full and final satisfaction and the Promoter hereby acknowledged to have received.

IN WITNESS WHEREOF the Parties hereinabove named have set and subscribed their respective hands and seal on the day month and year first above written in the Presence of attesting witness as below.

Witnesses:

1.

Signature\_\_\_\_\_

\_\_\_\_\_  
Authorized Signatory  
(PROMOTER)

Name \_\_\_\_\_

Father's name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
CONFIRMING PARTY / DEVELOPER

Drafted by me and Printed  
in my office

**(Manoj Kumar Kedia)**  
**Advocate, Siliguri**  
**Regn No.WB/94/1997**